



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2016-01

Invitation-for-Bids to Furnish Custodial Services at the Hawaii
Public Housing Authority Central Offices on the Island of Oahu

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued February 1, 2016



DAVID Y. IGE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII

HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
POST OFFICE BOX 17907
HONOLULU, HAWAII 96817

Notice to Bidders (Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2016-01

Notice is hereby given that pursuant to chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Custodial Services at the Hawaii Public Housing Authority Central Offices on the Island of Oahu.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817, beginning Monday, February 1, 2016. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST), Tuesday, March 1, 2016. Public opening of bids will commence at 10:15 a.m. HST, Tuesday, March 1, 2016 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 9:00 a.m. HST, Thursday, February 11, 2016 at the HPHA Building A Conference Room 1, 1002 North School Street, Honolulu, Hawaii 96817 with a site inspection following the conclusion of the Pre-Bid Conference. All interested bidders are strongly encouraged to attend the Pre-Bid Conference and site inspection.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission
- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6090
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice.

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4677

Any changes to the Contract Administrator or his designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	Feb. 1, 2016
Distribution of Bid Specs/Bid Offer Form	Feb. 1, 2016
Pre-Bid Conference & Site Inspection	Feb. 11, 2016
Site Inspection Period	Feb. 11, 2016 – Feb. 12, 2016
Written Questions Due to the HPHA	Feb. 12, 2016
Written Responses Due from the HPHA	Feb. 18, 2016
Bid Submittal Deadline	Mar. 1, 2016 at 10:00 a.m. HST
Bid Opening	Mar. 1, 2016 at 10:15 a.m. HST
Notice of Award	March 2016
Contract Execution	March/April 2016
Contract Start Date	May 1, 2016

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Conference & Site Inspection

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled 9:00 a.m. HST, Thursday, February 11, 2016, at the HPHA Building A Conference Room 1, 1002 North School Street, Honolulu, Hawaii 96817. The HPHA will conduct a site inspection of the offices beginning at approximately 10:00 a.m. HST or at the conclusion of the Pre-Bid Conference. Interested bidders are strongly encouraged to attend the Pre-Bid Conference and site inspection. Attendance at the Pre-Bid Conference and site inspection is not required in order to submit a bid offer.

Prior to submittal of the bid, interested bidders may visit the properties to thoroughly familiarize themselves with existing conditions. Any time after the Pre-Bid Conference and site inspection conducted by the HPHA, interested bidders may contact the IFB Coordinator to arrange for site inspections until Friday, February 12, 2016. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed at the offices.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. HST, Friday, February 12, 2016. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Thursday, February 18, 2016.

VII. Submission of Sealed Bids

- A. Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction Form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 11 and 12.

- B. Bid Submittal.** Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Tuesday, March 1, 2016. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2016-01). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable, unless

exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST, Tuesday, March 1, 2016, at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the event that the HPHA receives a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible to inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR.

Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication, which may include electronic mail, facsimile or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2016-01).

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the STATE or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR, and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions that contradict to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a

very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions shall be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the all service items for the initial 12-month period and the 6-month option period. See Attachment 2. The unit bid price shall be inclusive of labor, cleaning equipment, cleaning supplies and materials, administrative costs, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder shall submit a bid price for all service items and complete the Bid Offer Form in its entirety to be considered responsive; and
2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval by the Department of Human Resources Development of the exemption for contractual services, Department of the Attorney General, and other approvals as required by the statutes, regulations, rules, orders or other directives.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions of the resulting Contract are attached and service specifications are included herein. See Attachments 9 and 10.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or
3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

Head of State Contracting Office		Procurement Officer	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

Any notice to award resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:
<http://www.hawaii.gov/spo2/source/>.

XXI. Availability of Funds

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to

chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option period due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for custodial services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance will be monitored and evaluated by the HPHA Contract Administrator or his/her designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take appropriate corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov. In the event of a conflict between the State General Conditions and the Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually special conditions deemed necessary. See Attachment 8. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 11-355, HRS, which states that campaign

contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Specifications

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii. The purpose of this IFB is to competitively procure custodial services for all HPHA Central Offices located on the Island of Oahu.

B. Area of Service

The Successful Bidder shall be required to provide services to all of the HPHA Central Offices located at 1002 North School Street, Honolulu, Hawaii 96817. See Attachment 16 – Property Map.

C. Funding source and period of availability

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or United States Department of Housing and Urban Development. Funding and period of availability may change upon notice by the STATE to the HPHA.

It is understood that no award shall be binding, unless the HPHA and/or the State Comptroller indicates that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. A Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and received by HPHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 12-month period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the roving patrol services, special events, emergency services, administrative and/or judicial hearings or other schedule changes using available State and/or Federal funding sources. All additional services purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

The use of Federal funds may require the prior written approval of the HUD.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii

business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on page 1 of the Successful Bidder's Bid Offer Form will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certifications of Eligibility

Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Fidelity Bond

The Successful Bidder shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond which includes third party liability in a minimum of \$500,000.00. The fidelity bond shall cover all officers, employees, and agents of the Successful Bidder and which shall protect the Successful Bidder against loss by reason of, including, without limitation, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

The Successful Bidder shall furnish at no cost or expense to the HPHA a certificate of such coverage within 30 days from the award of the Contract.

The Successful Bidder agrees to deposit with the HPHA a valid certificate necessary to satisfy the HPHA that the Successful Bidder is in compliance with the fidelity bond provisions of the Contract and shall keep such bond in effect and the certificate on deposit with the HPHA during the entire term of the Contract.

Failure of the Successful Bidder to provide and keep in force such fidelity bond shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

7. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

"The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under this Contract."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance,

Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA valid certificate(s) of insurance necessary to satisfy the HPHA that the Successful Bidder is in compliance with the insurance provisions of the Contract and shall keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability under this Contract or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. See Attachment 17 for 2016 and 2017 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder shall not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11. No performance or payment bond is required.

12. A bid security deposit is not required for this IFB.

B. Type of Contract

- 1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 8. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the

provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos) ☐ Multi-term ($>$ 12 mos)

Initial term of contract: 12 months

Length of each extension: Up to 6 months; may be less than 6 months when it is in the best interest of the State

Maximum length of contract: 18 months

The initial Contract period shall commence on May 1, 2016. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to 6 months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used ; and
5. The HPHA will be required to obtain the Department of Human Resources Development's approval in writing of the extension prior to execution of a Supplemental Contract; and
6. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension; and
7. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and
8. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The Primary Contract shall be executed for a 12-month period beginning May 1, 2016 and ending April 30, 2017.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Statutory Requirements of Section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The HPHA has determined that work to be completed under the resulting Contract is similar to a Janitor I (Bargaining Unit 1/BC 01) and Janitor Supervisor I (Bargaining Unit 2/F102) classification at entry level. The Successful Bidder shall be required to pay their employees the published prevailing State wages for work performed under the resulting Contract. At the release of the IFB, the published State prevailing basic hourly wage for these positions are as follows:

Classification	Hourly Rate		
	Effective 4/1/2016	Effective 10/1/2016	Effective 4/1/2017
Janitor I	\$17.75	\$18.10	\$18.47
Janitor Supervisor I	\$19.52	\$19.91	\$19.52

See Attachments 13 -15.

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

F. Bid Price

Bidders shall submit a unit bid price for each service item listed on the Bid Offer Form. The bidder's unit bid price shall be the all-inclusive unit price charged to the HPHA including, without limitation, personnel costs, benefits, cleaning equipment, cleaning supplies, all applicable taxes, and

all other necessary costs to provide the services specified. The unit bid price shall be firm for each applicable Contract performance period.

The unit bid price shall be applicable for all custodial services provided under the resulting Contract, regardless of the performance days and times including, without limitation, weekdays and weekends, during and after business hours. The HPHA shall not be responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

Bidders should account for any published wage increases in their bid offer. See Attachments 14 and 15. The HPHA shall not approve requests for Contract price adjustments due to wage increase during the term of the Contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The bidder's unit bid price shall also include all administrative and supervisory personnel costs, and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

In return for the bid price(s) submitted, the HPHA will purchase all required custodial services herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the service is not suitable for the HPHA's purpose.

G. Price Adjustment Due to Increase in State Wages

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD) in their bid submission. **The HPHA will only consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any subsequent option period that are not published.**

At the release of this solicitation, the DHRD have published wages effective April 1, 2016, October 1, 2016 and April 1, 2017 for State employees performing similar work. The published wage information can be downloaded from the DHRD website at the following address:

Janitor I : Bargaining Unit 1 Salary Schedules
<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/>

Janitor Supervisor I: Bargaining Unit 2 Salary Schedules
<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-02-blue-collar-supervisor/>

If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wage of the bidder's employees performing the work. This includes any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of the bid offer, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, including, without limitation that its employees are being paid not less than the known wage of the State position listed herein. Documentation shall include the employee's payroll records and a statement that the employees are being utilized for the resulting Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
 - b. Request for increase for an option period of the Contract must be made prior to the start of the option period.

III. SCOPE OF WORK

Work included in the resulting Contract shall consist of furnishing labor, cleaning equipment, cleaning supplies, materials, supervisory and administrative personnel necessary in providing custodial services for the Hawaii Public

Housing Authority Central Offices located at 1002 North School Street on the Island of Oahu in accordance with the provisions, specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. Service Location and Area

Custodial services shall be provided at the HPHA Central Offices located at 1002 North School Street, Honolulu, Hawaii 96817. Offices and include the following:

Building / Trailer	Office	No. of Conference Rooms	Restroom Facilities	Square Footage
A	Board Room / Conference Rooms / Lunch Room	4	3 Toilets	6,850
B	Information Technology / Hearings	1	2 Toilets	1,650
C	Construction Management	2	2 Toilets 1 Urinal	2,800
D	Central Maintenance / Contract & Procurement	NA	3 Toilets 1 Urinal 1 Shower	5,100
D1	Outdoor Shower & Bathroom Facility	NA	2 Toilets 1 Urinal 2 Showers	225
E	Office of the Executive Director / Property Management / Compliance	NA	2 Toilets 1 Urinal	4,950
F*	(vacant)	NA	NA	200
G	Personnel	1	1 Toilet 1 Shower	1,712
H	Section 8	NA	2 Toilets	1,485
J*	(vacant)	NA	2 Toilets	1,216
L	Applications / Section 8	NA	2 Toilets	1,680
M	Fiscal Management	1	2 Toilets 1 Urinal	2,900
Total				30,768

*Trailers F and J: At the time of this IFB, Trailers F and J are vacant and do not require indoor custodial services. Custodial services for Trailers F and J shall resume upon written notification from the HPHA. Regular daily, weekly, and monthly custodial service and semi-annual cleaning services shall resume upon such notification.

2. Work Schedule

- a. The Successful Bidder shall furnish a work schedule for the entire contract period within two (2) weeks of contract start date to the Contract Administrator. If services deviate from the approved work schedule, the Successful Bidder shall notify the Contract Administrator of the deviation and the projected time that services will be conducted.
- b. Daily custodial services shall be performed Monday through Friday, excluding State holidays. Start time shall not be earlier than 5:00 p.m. HST.
- c. Weekly custodial services shall be performed on a weekday as approved by the Contract Administrator.
- d. Monthly, Quarterly, and Semi-annual cleaning services shall be performed on a single Saturday as approved by the Contract Administrator.
- e. The HPHA reserves the right to make changes to the scheduled custodial services, including increasing or decreasing the building/offices to be serviced. Any changes will be made at the same or similar contract price for similar sized offices and upon written notification by the HPHA to the Successful Bidder.

3. Daily Custodial Services

- a. Sweep and damp mop all non-carpeted floors with appropriate cleaning materials with the exception of the Building D storeroom.
- b. Vacuum and spot clean all carpeted areas. Loose items, including without limitation, staples and paper clips must be removed from carpet. Furniture moved while cleaning shall be returned to its original location.

- c. Vacuum and clean baseboards, door frames, corners of walls, floors, ceiling and door jambs of debris, dust and cobwebs, and at areas where dust and cobwebs are observed.
- d. Sweep, wet mop and disinfect the restroom floors. All wash basins, toilets and urinals shall be cleaned, inside and out, and disinfected. Refill paper towel dispensers.
- e. Wipe clean restroom mirrors and soap dispensers, and refill the soap dispensers.
- f. Spot clean smudges on doors and interior walls, floor to a height of 72 inches.
- g. Clean drinking fountains and kitchen sinks. Any stainless steel and chrome areas shall be wiped, polished and disinfected. Refill paper towel dispensers.
- h. Clean and dust file cabinets, counter tops, office furniture, and partitions. Only those desktops that have been totally cleared shall be cleaned and wiped dry.
- i. Empty wastebaskets and change plastic bag liners.
- j. Clean both surfaces of glass doors located at Buildings A and E.
- k. Clean both surfaces of the glass view window at the main entrance of Buildings C, H and L.
- l. Place all refuse in 55-gallon plastic bags and in the rubbish bin located near Buildings B and J.
- m. Report lamp and or bulb replacement to Central Maintenance located in Building D. Replacement shall be conducted at the discretion of Central Maintenance.
- n. Damp wipe all conference tables in offices and conference rooms in Buildings A, B, C, E, G, and M.
- o. Damp wipe lunch room tables in Building A.

4. Weekly Custodial Services – Every 7-day interval on a weekday.
 - a. Vacuum and clean all interior windows and windowsills on office doors and interior walls in Buildings A, B, C, D, E, and M.
 - b. Vacuum and clean exhaust vents in all restrooms.
 - c. Clean and disinfect all shower walls and shower floors using appropriate disinfectants. The use of bleach is not allowed.
5. Monthly Custodial Services – Every 30-day interval on a Saturday.
 - a. Vacuum and damp wipe all venetian/mini blinds, vacuum all draperies.
 - b. Damp wipe all metal portions of partition panels, trim doorway and picture frames, and moldings.
 - c. Clean all jalousies.
 - d. Sweep and damp mop with appropriate cleaning materials the Building D storeroom floor and storeroom offices.
 - e. Vacuum and clean all air conditioning vents in Buildings A and E.
 - f. Dust all interior $\frac{3}{4}$ walls in Buildings B, E, and L.
6. Quarterly Cleaning Services – Every July, October, January, and April on a Saturday.
 - a. Wax and buff all vinyl tile floors.
 - b. Remove and clean all light fixtures, diffusers and plastic covers.
7. Semi-Annual Cleaning Services – Every June and December on a Saturday.
 - a. Strip, wax, and buff all vinyl tile floors.
 - b. Strip and seal all ceramic tile floors.
 - c. Vacuum and shampoo all carpeted areas.

- d. Clean the inside and outside of all exterior building windows.

8. Equipment and Supplies

- a. The Successful Bidder shall furnish all labor, cleaning equipment, cleaning supplies and materials, and supervision to satisfactorily perform custodial services as outlined in this IFB.

The HPHA shall designate storage space for the Successful Bidder's cleaning equipment, cleaning supplies and materials. Should storage space become unavailable during the contract term due to circumstances beyond the HPHA's control, the HPHA may allow the Successful Bidder to bring a storage container on site. The HPHA may reimburse the Successful Bidder for purchase of the storage container.

- b. The HPHA shall furnish toilet tissue, hand towels, liquid soap, toilet seat covers, and plastic bags to the Successful Bidder. It shall be the Successful Bidder's responsibility to replenish these supplies into the proper receptacles or fixtures.

The Successful Bidder is responsible to provide written notice to notify the Contract Administrator when these supplies are needed. The Successful Bidder shall request supplies not less than five (5) business days prior to the established pick-up day, unless it is approved otherwise by the Contract Administrator. The established pick-up day shall be a Thursday, unless it is approved otherwise by the Contract Administrator. If the pick-up day falls on a holiday, then the pick-up day will be on the next business day. The supply request and pick-up schedule may be changed upon notice issued by the HPHA.

- c. The HPHA reserves the right to disapprove any cleaning chemical or equipment which is determined unsatisfactory by the HPHA.

9. Requirements of Occupational Safety and Health Act

The Successful Bidder shall maintain Material Safety Data Sheets as required by the State of Hawaii, Department of Labor and Industrial Relations, Department of Occupational Safety and Health (DOSH), Occupational Safety and Health Standards, Title 12,

Subtitle, 8, Part 8, Health Standards, section 12-203.1 for all chemicals stored at the HPHA facility.

The Successful Bidder shall update the Material Safety Data Sheets as necessary and place the Material Safety Data Sheets at the designated HPHA facility used to store the Successful Bidder's cleaning equipment, supplies and materials throughout the term of the Contract.

10. Quality of Work

All services shall be performed in a professional manner by personnel employed for their qualifications, knowledge, training, and proven skills to perform cleaning and custodial tasks efficiently and in a satisfactory manner. The Successful Bidder shall agree to remove any of its employees for good cause upon written request by the Contract Administrator.

11. Re-Execution of Work

The Successful Bidder shall re-execute any work that fails to conform to the requirements of the resulting Contract as determined by the Contract Administrator within 48 hours.

12. Security & Access

- a. All employees must possess and wear picture identification tags with the Successful Bidder's name or the Successful Bidder's apparel. Family members and/or non-employees of the Successful Bidder are not permitted at work sites during performance of work.
- b. The Successful Bidder shall be responsible for the security of the building during hours while services are being performed. When leaving, the Successful Bidder shall lock all doors, windows, turn off all lights and air conditioners, and set all alarm systems.
- c. The Successful Bidder shall prevent the entry of unauthorized person(s) into restricted areas. Cleaning personnel shall not provide access into facilities to any HPHA staff person or member of the general public without express consent of the Contract Administrator.
- d. Personnel shall maintain confidentiality of all documents viewed or information gathered during the performance of

his/her duties, including discussing the details of incidents on property without the express consent of the Contract Administrator.

- e. The Successful Bidder shall be responsible for HPHA key(s) loaned for entry and exit to the HPHA premises while performing services under the resulting Contract. The Successful Bidder shall return all key(s) within 24 hours of the end of the Contract or when requested by the HPHA. The Successful Bidder shall be charged for lock and key replacement(s) if key(s) are not returned within the 24 hour period.

13. Changes to Custodial Service Requirements

- a. The HPHA reserves the right to increase, decrease or change the custodial and/or cleaning service requirements and schedule. Any changes for increases, decreases in custodial service requirements and changes in custodial service schedules shall be by amendment to the Contract.
- b. The HPHA reserves the right to request commencement and scheduling of custodial services for any new building/trailers under the HPHA's responsibility. This request shall be by amendment to the Contract. The unit cost per building/trailer will be negotiated at the same or similar rates.

B. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall ensure that all personnel meet minimum qualifications, including experience requirements, as appropriate.
- b. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- c. The Successful Bidder shall be sole responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the HPHA Contract Administrator. Custodial personnel shall

refrain from socializing or fraternizing or interfering with HPHA office personnel while on duty.

- d. The Successful Bidder shall remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove immediately and shall not employ any person whom the HPHA determines does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.
- e. The Successful Bidder shall relieve any custodial personnel if arrested for any major crimes or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform custodial duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.
- f. The Successful Bidder shall ensure that no custodial personnel employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
- g. The Successful Bidder shall inform the Contract Administrator of all custodial personnel employed under the resulting Contract who is a registered sex offender.
- h. The Successful Bidder shall have a properly trained and licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All custodial personnel shall be under the supervision of the Successful Bidder.
- i. Custodial personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
- j. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided to the custodial personnel in the line of duty shall be treated as confidential. Custodial personnel shall refrain from providing

confidential information to the tenants and the general public without the express consent of the HPHA.

- k. The Successful Bidder shall select only those individuals capable of demonstrating the following:
 - i. Ability to exercise good judgement.
 - ii. Maturity in conduct and attitude.
 - iii. Ability to communicate in English and read simple instructions.
 - iv. Courteous to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed in appearance.
- l. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The Successful Bidder shall comply with all relevant Federal and State laws and rules. Please note that businesses are responsible for knowing and complying with the most current laws.
- m. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The Successful Bidder agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.

2. Administrative

- a. The Successful Bidder shall be required to attend quarterly meetings with the Contract Administrator. The meeting dates and times will be specified by the Contract Administrator. Necessary field visits will be made as determined by the HPHA.
- b. Every four (4) weeks, the Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected by the next reporting period to avoid delays in payment

issuance or for payment adjustment purposes. Liquidated damages shall apply for failure to comply. See Attachment 8 and Attachment 3.

- c. Custodial personnel working under the resulting Contract shall sign in and sign out daily. The Successful Bidder shall check with the Contract Administrator for the designated location for the log. The HPHA may use the monthly log to verify hours and wages to be paid to employees for services performed under the resulting Contract.

d. Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

- i. Drug Free Workplace Policy;
- ii. Sexual Harassment Awareness in the Workplace Policy;
- iii. Non-Violence in the Workplace Policy;
- iv. Standards of Conduct;
- v. Fair Housing; and
- vi. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitation,

- i. Employment, upgrading, demotion, or transfer;
- ii. Recruitment or recruitment advertising;
- iii. Layoff or termination;
- iv. Rates of pay or other forms of compensation; and
- v. Selection for training, including apprenticeship.

The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

3. Payment

The HPHA shall compensate the Successful Bidder for custodial services rendered at the accepted unit bid prices.

All compensation claims shall be subject to the following:

- a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

- b. All invoices shall reference the Contract number assigned to the Contract. Payment shall be made in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily performed the services specified. Payment shall be made on the basis of buildings and trailers serviced by the Successful Bidder.
- c. The Successful Bidder shall submit monthly itemized invoices for payment and include custodial and cleaning service dates. Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month.

- d. The Successful Bidder shall submit a monthly original itemized invoice for services rendered to:

Hawaii Public Housing Authority
Property Management and Maintenance Services
Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- e. Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- f. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, not over two (2) months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the chapter 103D, HRS, link.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through personal observation, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or

additional reports on progress towards compliance with the Contract and the corrective action plan.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquidated damages is fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
2. The HPHA reserves the right to apply liquidated damages for delay in Contract execution on the part of the Successful Bidder.
3. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

(END OF SECTION)

Section 3
Bid Offer Form and Instructions

Section 3

Bid Offer Form and Instructions

General Instructions for Bid Offer Submittal

- A. *Bid offers shall be submitted to the HPHA using the form prescribed in this IFB.*
- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each line item unless indicated otherwise.*

See Attachment 18.

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective May 1, 2016, or upon the State's issuance of a written Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all bid prices for the Initial 12-Month Period and the 6-Month Option Period.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation, labor, cleaning equipment, cleaning supplies and materials, administrative personnel, applicable taxes, and all other necessary costs to provide the services.

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawaii State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

II. HUD Forms

A. Instructions to Offerors Non-Construction, Form HUD 5369-B

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 11.

B. Certification and Representations of Offerors, Form HUD 5369-C

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be

signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 12.

C. General Conditions, Form 5370-C

The Form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4

Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsible bid.”

II. Method of Award

Award shall be made to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of all service items for the initial 12-month period and the 6-month option period. To be considered a responsive bid and eligible for award, the bidder shall submit a bid price for all services listed, complete the Bid Offer Form in its entirety, and conform to all requirements of the IFB.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

(END OF SECTION)

Section 5 Attachments

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|--|--------------------------|
| 1. Wage Certificate | Due March 1, 2016 |
| 2. Bid Offer Form | Due March 1, 2016 |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 4. Sample – Attachment S1, Scope of Services | For Bidder's information |
| 5. Sample – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 6. Sample – Attachment S3, Time of Performance | For Bidder's information |
| 7. Sample – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 8. Sample – Attachment S5, Special Conditions | For Bidder's information |
| 9. General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 10. General Conditions, Federal form HUD 5370-C | For Bidder's information |
| 11. Instructions to Offerors, form HUD 5369-B | For Bidder's information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C | Due March 1, 2016 |
| 13. Security Officer Class Specifications/Minimum Qualifications | For Bidder's information |
| 14. Salary Schedules | For Bidder's information |
| 15. Asset Management Project Property Maps | For Bidder's information |
| 16. Sample HPHA Rental Agreement | For Bidder's information |
| 17. 2016 and 2017 Hawaii State Government Observed Holidays | For Bidder's information |
| 18. Bid Submittal Checklist | For Bidder's information |